without information, complaint, or warrant, commits an unconstitutional deprivation of liberty without due process of law, and is liable in an action for false imprisonment. Crow, C. J., and Chadwick, J., *dissenting.*

The law has long permitted courts of chancery to assume custody over the person, for the purposes of friendly guardianship, by processes quite distinct from those requisite in criminal proceedings. *Wellesley v. Wellesley,* 2 Bligh. (N. S.) 124. Summary arrest, however, even for the most benevolent purposes, could be justified at common law by nothing short of immediate and urgent necessity. *Keleher v. Putnam,* 60 N. H. 30. Accordingly constitutional inhibitions against deprivation of liberty without due process of law, apply to protective detentions of the person, as well as to criminal arrests. *People v. Turner,* 55 Ill. 280; *Allgor v. N. J. State Hospital,* 80 N. J. Eq. 386. The legislature may, however, in the exercise of its long-recognized function of *parens patriae,* dispense with certain forms of procedure which are indispensable in criminal cases. *State v. Brown,* 50 Minn. 353; *Farnham v. Pierce,* 141 Mass. 203; *Commonwealth v. Fisher,* 213 Pa. 48; *State v. Linderholm,* 84 Kans. 603. But such legislation has sometimes heen held unconstitutional on the ground that it has assumed a punitive character. *State v. Ray,* 63 N. H. 406. Juvenile Delinquency Acts frequently authorize or contemplate a summary arrest preliminary to formal proceedings for commitment. N. Y. Penal Code, Sect. 291; Wis. P. S. 573 f. Such acts are generally upheld. *Mill v. Brown,* 31 Utah 473; *People v. N. Y. Catholic Protectory,* 19 Abbot N. C. (N. Y.) 142; *State v. Marmonget,* 111 La. 226. Contra, *Allgor v. N. J. State Hospital, supra.* As introducing novel modes of procedure unknown to the common law and derogatory of common law rights, these acts must be construed strictly. *Matter of Heery,* 51 Hun (N. Y.) 371; *People v. N. Y. Catholic Protectory, supra.* The principal case controverts none of the above authorities and is thoroughly in accord with well established principles of statutory construction.

GIFTS CAUSA MORTIS—REQUISITES.—DANZINGER V. SEAMAN'S BANK FOR SAVINGS, 86 MISC. REP. (N. Y.) 316.—*Held,* It is essential to the gift *causa mortis* of a savings bank account that there be an immediate existing apprehension of death, in contemplation of which the gift is made with a clearly expressed intention to give *in praesenti;* that the subject matter of the gift be delivered to the donee or some one for him; that the donor die from the existing ailment without revoking the gift.

There seems to be no doubt that a gift *causa mortis* must be made because there is an immediate existing apprehension of death. *Catherine Driscoll, Admx. v. Mary Driscoll,* 143 Cal. 528; *Taylor v. Harrinson,* 179 Ill. 137; *Northwestern Life Ins. Co. v. Collamore,* 100 Mo. 578. And it must be in contemplation of that apprehension of death that the gift is made. *Nogga v. Bank of Ansonia,* 79 Conn. 425; *Dickeschied v. Exchange Bank,* 28 W. Va. 340. It must be made with a clearly expressed intention to give *in praesenti. Baker v. Moran,* 136 Pac. (Ore.) 30; *Hecht v. Shaffer,* 15 Wyo. 34. There is no end of authority that the subject matter of the

gift must be delivered to the donee or some one for him. *Wittman v. Pickens,* 33 Col. 484; *Merriweather v. Morrison,* 78 Ky. 572. But the mere intent to deliver is not sufficient. *Tomilson v. Ellison,* 104 Mo. 105; *Executors of M. Egerton v. J. Egerton,* 17 N. J. Eq. 419. Nor is an unexecuted direction to the donee to take possession unless done so before death. *Stokes v. Sprague,* 110 Iowa 89. But it may be good, if possession is taken before death, even though the donor is unconscious. *King v. Smith,* 110 Fed. 95. Delivery may be to a third person for the donee. *Clough v. Clough,* 117 Mass. 83. Or by a direction to a third person in possession to hold for the donee and he agrees to so hold. *Devol v. Dye,* 123 Ind. 321. But mere continued possession by one to whom the gift is made when he had previous possession is not sufficient. *Allen v. Allen,* 75 Minn. 116.

INNKEEPERS—DUTY TO FURNISH ACCOMMODATIONS TO GUESTS.—MORNINGSTAR V. LAFAYETTE HOTEL CO., 105 N. E. (N. Y.) 656.—*Held,* that an innkeeper is not required to continue to entertain a guest who has refused, on the ground of unreasonableness, to pay a lawful charge for past services.

An innkeeper is engaged in a public employment and is under a positive duty to entertain all proper persons willing to pay a reasonable price for such entertainment as long as there is room for accommodation. *Beale on Innkeepers,* Sec. 61. But a guest who has been received loses his right to further entertainment if he neglects or refuses to pay a lawful bill upon reasonable demand. *Doyle v. Walker,* 26 U. C. Q. B. 502. A search has failed to disclose other authorities directly in point. In the analogous cases of Public Service Companies there is seemingly a conflict on this point. One line of cases holds that such companies cannot coerce payment of past bills, but simply have the right to demand payment in advance for future services. *State v. Nebraska Tel. Co.,* 17 Neb. 126; *State v. Kinloch Tel. Co.,* 93 Mo. App. 349; *Lloyd v. Washington Gaslight Co.,* 1 Mackey 331. On the other hand it is held that payment of past indebtedness may, by a rule of the company, be made a condition precedent to further service and service may be discontinued until past bills are paid. *People v. Manhattan Gaslight Co.,* 45 Barb. (N. Y.) 136; *Detroit Gas Co. v. Moreton Truck & Storage Co.,* 111 Mich. 401, 69 N. W. 659; *Irwin v. Rushville Cooperative Tel. Co.,* 161 Ind. 524, 69 N. E. 258; *Machin v. Portland Gas Co.,* 49 L. R. A. (Ore.) 596; *Vanderberg v. Kansas City Gas Co.,* 105 S. W. (Kans.) 17. The holding in the latter group of cases accords with the weight of authority. Applying this test to the principal case, its holding seems justifiable.

INSURANCE—ACCIDENT POLICY—RIGHT OF RECOVERY.—EMPIRE LIFE INS. CO. V. JOHNSON, 82 S. E. (Ga.) 893.—*Held,* where the insured had become involved in a fight and was killed, and the accident policy contained a provision that it did not cover cases "where the accident or disability results from voluntary exposure to unnecessary danger," the Insurance Company was nevertheless liable.